CITY of NOVI CITY COUNCIL



Agenda Item H April 22, 2014

SUBJECT: Approval to award the contract for the development of a Continuity of Operations Plan (COOP) to Patriot Services Corporation, for an amount not-to-exceed \$34,900.

SUBMITTING DEPARTMENT: City Clerk

OR WN

BACKGROUND INFORMATION:

CITY MANAGER APPROVAL:

The Business Continuity Plan Work Team was initiated as a result of the 2009/10 Comprehensive Annual Financial Report from Andrews, Hooper, Pavlik PLC which stated the City lacked a documented risk assessment as well as a formal Continuity of Operations Plan.

The determination was made to divide the project into two phases. Phase I consisted of performing a Risk Assessment analysis for departments located at the Civic Center and the Department of Public Services, Field Services Complex. Phase I was awarded to Patriot Services and completed in June 2012.

Phase II is the creation of the Continuity of Operations Plan (COOP). The plan will ensure the primary essential functions of the City of Novi will continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.

Phase II began with the team deciding to issue a Request for Proposals (RFP) for the creation of the COOP. Following a public advertisement for Request for Proposals, we received two proposals. The Team then evaluated each firm using Qualifications Based Selection (QBS) and determined the most qualified firm was Patriot Services Corporation. See below for summaries of the QBS totals and Fee Proposals:

QBS Summary:

	LBL	Patriot
	Technology Servi	
_	Partners	Corporation
TOTAL	780	1020

Fee Proposal Summary:

LBL Technology	Partners	Patriot Services C	orporation
TOTAL	\$49,850	TOTAL	\$34,900

There is \$38,000 budgeted in line item 101-215.00-816.000 (Professional Services) for the creation of the COOP. The RFP included alternate options for work to be performed after the COOP was created; including Security and Vulnerability Assessments, COOP Familiarization Training, COOP Tabletop Exercise, and COOP Full-Scale Exercise. At this point in time, the

Team would like to move forward with the creation of the COOP and wait to schedule any of the alternate options. Patriot Services Corporation has agreed to lock in the pricing listed in the fee proposal for six months so those options will still be available once the COOP is completed.

Patriot Services Corporations is highly regarded by emergency managers, bio-terrorism managers, police departments, health departments and school districts in the State of Michigan. Based on the overall experience of the firm and the fee proposal, it is the recommendation of the Business Continuity Plan Work Team that City Council award the contract for the development of the Continuity of Operations Plan to Patriot Services Corporation.

RECOMMENDED ACTION: Approval to award the contract for the development of a Continuity of Operations Plan (COOP) to Patriot Services Corporation, for an amount not-to-exceed \$34,900.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	Ν
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

CONTRACT FOR CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Patriot Services Corporation, whose address is 2655 Oakley Park, Suite 210, Commerce Township, MI 48390, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

<u>Article I.</u> Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

<u>Article II.</u> Timing of Performance.

Performance of this Contract shall commence on after award by City Council and execution of this agreement, and performance of the work shall be completed according to the timing set forth as part of Schedule A. The completion date for all services and delivery of all materials as described in Schedule A shall be 120 days from the Effective Date of this contract. The timing for performance of any such work may be extended if allowed in writing by the Client in its sole discretion.

<u>Article III.</u> Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for awarded services as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work that has been performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed

above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

<u>Article IV:</u> Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

<u>Article VII</u>: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

A. <u>Entire Agreement</u>. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of

the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. <u>Compliance with Laws</u>. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. <u>Governing Law</u>. This Contract shall be governed by the laws of the State of Michigan.
- D. <u>Assignment</u>. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response form the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. <u>Third Parties</u>. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. <u>Notices</u>. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

<u>Client</u>: Interim City Manager Victor Cardenas and City Clerk Maryanne Cornelius <u>Contractor</u>: Stephen Potter, President

- H. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. <u>Waivers</u>. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. <u>Jurisdiction and Venue of Contract</u>. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. <u>Conflict</u>. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES OF SIGNATURES:	CITY OF NOVI
Date:	By: Robert J. Gatt Its: Mayor
Date:	By: Maryanne Cornelius Its: Clerk
WITNESS AND DATES OF SIGNATURES:	CONTRACTOR Patriot Services
 Date:	By: Stephen Potter Its: President

cityofnovi.org

CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

CITY OF NOVI

FEE PROPOSAL FORM

We, the undersigned, propose to furnish to the City of Novi services consistent with the Request for Proposals dated February 26, 2014. Further, we are separately providing an estimate of hours and detail of cost.

- A. The Contractor shall identify all fees and all other costs associated for preparing the Plan. This is to include a detail of staff costs, administrative costs, travel and other subsistence necessary to prepare the Plan. Costs for sub-contractors need to be broken out separately.
- B. The Contractor shall include the hourly billing rates of each staff assigned to the project for additional work the City of Novi may require the Contractor to perform on an hourly basis.

		(1	Lump Sum not-to-exceed)
1)	Continuity of Operations Plan, per specifications	\$	34,900.00
2)	Alternates:		
	a) Security and Vulnerability Assessments	\$	1,600.00 / Facility
	b) COOP Familiarization Training	\$	6,280.00
	c) COOP Tabletop Exercise	\$	12,800.00
	d) COOP Full-Scale Exercise	\$	21,900.00

Draft version of COOP document will be completed & delivered to the designated staff

N/A We acknowledge receipt of the following Addenda:

(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here):

None.

COMMENTS: Should the bidder response activities outlined in the proposal or cost structure indicated on the previous page be inconsistent with your needs, we would welcome an an opportunity to clarify any of our assumptions or cost estimates. Lastly, if price is the deciding factor, we encourage you to please contact us to discuss possible modifications to allow us to provide support for this project.

THIS PROPOSAL SUBMITTED BY:

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Company (Legal Registration) <u>Patriot Servi</u>	ces Corporation	
Address 2655 Oakley Park, Suite 210		
City Commerce Township	_State _MI	_Zip 48390
Telephone 248.313.3200	_ Fax <u>248.313.320</u>)1
Representative's Name <u>Scott W. Hiipakka</u>		
Representative's Title <u>Vice President</u>		
Authorized Signature		
E-mail <u>shiipakka@patriot-services.com</u>	Parallel Martine Construction	
Date March 24, 2014		

Team Member Pay Rates

Position	RATE
Strategic Advisor	\$ 134.00
Project Manager	\$ 105.00
Planner I, Exercise Facilitator I, Exercise Controller/Evaluator I	\$ 65.00
Planner II, Exercise Facilitator II, Exercise Controller/Evaluator II	\$ 42.25
Administrative Assistant	\$ 26.00

COOP Development

COOP Development Task/Deliverable	Total
Project Initiation	\$ 210.00
Project Kick-Off	\$ 210.00
Plan Assessment / Analysis	\$ 2,520.00
Data Collection	\$ 3,990.00
Department Interviews	\$ 5,985.00
COOP Development	\$ 15,960.00
Essential Function Prioritization Workshop	\$ 420.00
COOP Familiarization Briefing	\$ 1,260.00
Project Outbrief	\$ 420.00
General Project Management	\$ 3,780.00
Labor Subtotal:	\$ 34,755.00
Travel Subtotal:	\$ 145.00
Total COOP Development:	\$ 34,900.00

Security and Vulnerability Assessments (SVA)

SVA Task/Deliverable		Total
General Project Management/Facility	\$	105.00
Assessment Walkthrough/Facility	\$	970.00
Assessment Report/Facility	\$	525.00
Assessment SVA Cost/F	acility: \$	1,600.00

COOP Familiarization Training

Training Task/Deliverable		Total
Project Management	\$	840.00
Training Development	\$	4,080.00
Training Presentation	\$	1,360.00
- Total Tr	aining Cost: \$	6,280.00

Tabletop Exercise (TTX)

TTX Task/Deliverable		Total
Project Kickoff		
Project Initialization	\$	210.00
General Project Management	\$	630.00
Sub Total	(PKO): \$	840.00
Concept & Objectives Meeting		
Prepare for and Conduct C&O	\$	210.00
Generate C&O Paper	\$	130.00
Sub Total ((C&O): \$	980.00
Initial Planning Meeting		
Prepare for and Conduct IPM	\$	210.00
Generate IPC Minutes	\$	130.00
Sub Total	(IPM): \$	1,110.00
Final Planning Meeting		
Prepare for and Conduct FPM	\$	210.00
Generate FPM Minutes	\$	130.00
Sub Total	(FPM): \$	1,110.00
Document Development		
Situation Manual (SitMan)	\$	520.00
Scenario and Discussion Topics	\$	420.00
Exercise Handouts	\$	130.00
Exercise Presentations	\$	520.00
Document Preparation	\$	169.00
Sub Total (Docun	nents): \$	3,529.00
Exercise Conduct		
Conduct TTX	\$	1,911.00
Sub Total (Exe	ercise): \$	1,911.00
After Action Report		
AAR Development	\$	2,149.00
Sub Total (A/	AR/IP): \$	2,149.00

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TTX Task/Deliverable	Total
Sub Total (Labor):	\$ 11,629.00
Sub Total (Travel and Misc Expenses):	\$ 1,171.00
Total TTX Cost:	\$ 12,800.00

Full-Scale Exercise (FSE)

FSE Task/Deliverable		Total
Project Kickoff		
Project Initialization	\$	210.00
General Project Management	\$	840.00
Sub Total (PKO):	\$	1,050.00
Concept & Objectives Meeting		
Prepare for and Conduct C&O	\$	210.00
Generate C&O Paper	\$	130.00
Sub Total (C&O):	\$	1,320.00
Initial Planning Meeting		
Prepare for and Conduct IPM	\$	210.00
Generate IPC Minutes	\$	130.00
Sub Total (IPC):	\$	943.50
Mid-Planning Meeting/Master Scenario Events List N	leeting	i sente se
Prepare for and Conduct MPM/MSEL Meeting	\$	210.00
Generate FPM Minutes	\$	130.00
	\$	1,556.25
Final Planning Meeting		
Prepare for and Conduct FPM	\$	210.00
Generate FPM Minutes	\$	130.00
Sub Total (FPC):	\$	1,005.00
Document Development		
Develop EXPLAN	\$	495.00
Develop C/E Handbook	\$	495.00
Develop MSEL	\$	1,926.00
Develop EEGs	\$	1,392.00
Develop Exercise Handouts	\$	130.00
Develop Exercise Briefings	\$	130.00
Document Preparation/Printing	\$	338.00
Sub Total (Documents):	\$	4,906.00
Exercise Conduct		
Conduct TTX	\$	4,067.00
Sub Total (Exercise):	\$	4,067.00
After Action Report		
AAR Development	\$	3,176.00

FSE Task/Deliverable	Total
After Action Meeting	\$ 980.00
Sub Total (AAR/IP):	\$ 4,156.00
Sub Total (Labor):	\$ 19,003.75
Sub Total (Travel and Misc Expenses):	\$ 2,896.25
Total FSE Cost:	\$ 21,900.00

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RESPONSE TO REQUEST FOR PROPOSAL

CONTINUITY OF OPERATIONS PLAN

DUE: TUESDAY, MARCH 25, 2014 2:00 P.M. EST

> ATTENTION: CITY OF NOVI CITY CLERK'S OFFICE 45175 W. TEN MILE RD. NOVI, MI 48375-3024



Corporation

PATRIOT SERVICES CORPORATION 2655 OAKLEY PARK, SUITE 210 COMMERCE TOWNSHIP, MI 48390 248.313.3200

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SECTION 1 COVER LETTER

March 24, 2014

City of Novi City Clerk's Office 45175 W. Ten Mile Rd. Novi, MI 48375-3024

Dear Selection Committee Members,

Patriot Services Corporation is pleased to submit this proposal to the City of Novi for Continuity of Operations Plan development services. We understand and acknowledge the requirements described in the RFP and feel the key areas below will distinguish our Corporation from other responsible sources.

Patriot Services Corporation has vast experience providing emergency planning services to various agencies throughout Michigan including the City of Novi. We feel strongly that our past experience providing planning and exercise services to the City of Novi, and specifically continuity planning services to several agencies in Oakland, Macomb, Ingham, and Wayne Counties will provide a strong foundation to developing your plan. Additionally, our familiarity with local processes and procedures will allow our planners to "hit the ground running" for this project.

Client Focus and Value. Patriot Services Corporation is a small company with a strong client service focus. We have been providing emergency planning services since our inception in 2004 and most of our initial clients are still clients to this day. We truly partner with our clients to form long-term relationships based upon mutual trust and dedication to the mission of client preparedness. Being relatively small allows us to operate with a low overhead and provide strong value for our client's investment.

Company Information Name: Patriot Services Corporation Address: 2655 Oakley Park, Suite 210, Commerce Township, MI 48390 Telephone: 248.313.3200 Legal status: S-Corp, Service Disabled Veteran-Owned Small Business Year established and organized: 2004 Principal in charge: Stephen M. Potter, 2655 Oakley Park, Suite 210, Commerce Township, MI 48390, 248.313.3200 Project manager: Robert House, 2655 Oakley Park, Suite 210, Commerce Township, MI 48390, 248.313.3200

We believe that based upon our experience, client focus and value that Patriot Services Corporation is best qualified to assist the City of Novi, and will undoubtedly provide extraordinary services with unprecedented results.

This proposal shall remain firm for a period of ninety (90) days.

Sincerely,

Scott W. Hiipakka Vice President, Patriot Services Corporation

PATRIOTSERVICES CORPORATION

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SCHEDULE A Page 9 of 45

BACKGROUND

Founded in 2004, Patriot Services Corporation is a national provider of Homeland Security and Emergency Preparedness services, headquartered in Commerce Township, Michigan. A veteran-owned, small-business enterprise, we have earned our reputation as a nationwide leader in comprehensive disaster and emergency preparedness solutions, including site, threat and vulnerability assessments; emergency-plan development and review; training; and exercises. Our mission statement is, "Patriot Services Corporation will become the most valued company to our clients, customers, colleagues and business partners as we strive for safer communities, nations and the world where we work and live."

Patriot Services Corporation has strong industry-assessment and planning credentials and Homeland Security Exercise and Evaluation Program (HSEEP) exercise experience, grounded in an all-hazards approach. We commit to providing our clients with a leading team of senior experts in response and recovery planning that is dedicated to our clients' 100 percent satisfaction and success. These clients include schools ranging from K-12 to higher education institutions; city, county and state agencies; public organizations; and private enterprises, in the U.S. and abroad.

Our experience n assessing, evaluating and planning emergency preparedness processes, procedures and capabilities involving collaboration among a myriad of responders will enable us to begin work immediately. Our team brings you the right qualifications to this project. Our consultants are highly trained, broadly experienced professionals in exercise design, exercise logistical support, resource management, Incident Command System (ICS), National Incident Management System (NIMS) and National Response Framework (NRF). Our consultants have first-hand experience as first responders at local and county levels, as well as in-depth knowledge of best practices for emergency preparedness planning, recovery and response. The staff and leadership of Patriot Services Corporation have a thorough understanding of Homeland Security, Risk Management and Emergency Preparedness Management as it applies to both state and federal laws and regulations.

EXPERIENCE

Patriot Services Corporation has demonstrated expertise in the areas of general city planning experience, disaster preparedness consulting, disaster recovery planning, mitigation planning, logistics and the creation of emergency management plans for municipalities.

- The last three commissioned projects Patriot Services Corporation performed in the areas of general city
 planning experience, disaster preparedness consulting, disaster recovery planning, mitigation planning and
 logistics include:
 - Developing security plans, conducting vulnerability assessments, and facilitating the development of Macomb County's new record management system
 - Point of Contact: Vicki Wolber, Director, Macomb County Emergency Management
 - Phone: 586.469.6390
 - Developing and conducting seventy-three (73) tabletop exercises and one (1) functional exercise (for the City of Novi) for the Michigan Department of Environmental Quality
 - Point of Contact: Sgt. Jen Wolf, MDEQ/DNR
 - Phone: 517.284.6231
 - Conducting over 700 security and vulnerability assessments for the State of West Virginia School Building Authority
 - Point of Contact: Mary Blashford, Director of Administriation
 - Phone: 304.558.2541

PATRIOTSERVICES CORPORATION

SCHEDULE A Page 10 of 45

SECTION 2 | EXECUTIVE SUMMARY

- Patriot Services Corporation's experience in preparing emergency management plans for municipalities includes:
 - o Community risk assessment development for the City of Novi
 - Point of Contact: Cortney Hanson
 - Phone: 248.347.0456
 - Emergency operations planning and COOP development for the Macomb County Office of Emergency Management
 - Point of Contact: Vicki Wolber, Director
 - Phone: 586.469.6390
 - o COOP planning for the ingham County Health Department
 - Point of Contact: Sue McIntosh, Emergency Preparedness Coordinator
 - Phone: 517.887.4631
 - Emergency operations planning and COOP development for the Macomb County Hea:th Department
 - Point of Contact: Dr. Kevin Lokar, Medical Director
 - Phone: 586.469.5511
 - o Operational guideline and exercise development for the St. Louis Area Regional Response System
 - Point of Contact: John Whitaker
 - Phone:314.421.4220

OUR TEAM OF EXPERTS

Our consultants are highly trained, broadly experienced professionals who are well versed in emergency management, all-hazards preparedness, and public health best practices. The staff and leadership of Patriot Services Corporation have a thorough understanding of Homeland Security, Risk Management and Emergency Preparedness, earned through experience in arenas as varied as local emergency management, law enforcement and military anti-terrorism/force protection. Among their many emergency preparedness credentials, our consultants maintain the following certifications and memberships.

- Department of Homeland Security HSEEP Exercise Design, Execution and Evaluation Instructors
- Professional Emergency Managers (PEM)
- Federal Emergency Management Agency (FEMA) NIMS Instructors
- Members of and Certified Emergency Manager (CEM), International Association of Emergency Managers (IAEM)
- U.S. Air Force (Europe) Anti-Terrorism/Force Protection Level II.
- Members of InfraGard, the private sector partnership program with the Federal Bureau of Investigation (FBI).
- Department of Defense Top Secret and Secret Security Clearances

PRIMARY PROJECT STAFF

The proposed project team listed below is based upon assumptions we have been provided. Professional biographies that detail the training and experience of each key team member have been provided for the following personnel:

- Mr. Scott Hilpakka: Strategic Advisor
- Mr. Robert House: Project Manager, COOP Planner
- Mr. Scott Baker: COOP Planner

PATRIOTSERVICES' CORPORATION

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SECTION 2 EXECUTIVE SUMMARY

 Additional staff, as needed, will meet the qualification requirements identified in the RFP and will be submitted to the City of Novi for approval. We are reluctant at this time to commit additional staff for the team in the event there may be scheduling conflicts

Patriot Services Corporation understands that any additions or substitutions to the project staff will require prior approval by the City of Novi



Scott Hiipakka

Mr. Hiipakka, MHS, Vice President and Co-Owner of Patriot Services Corporation, will serve as Strategic Advisor. He is responsible for all business development, client delivery and corporate strategic planning. He has over 19 years of experience in emergency response planning, training and exercises, including emergency preparedness consulting and anti/counter terrorism operations. His areas of expertise include emergency preparedness planning, vulnerability/threat assessments, public health preparedness, preparedness training and emergency preparedness exercises ranging in scale and complexity for city, county, state and federal agencies. Mr. Hiipakka has lectured at Michigan State University and in Washington, D.C., and Atlanta, GA, for National Association of City and County Health Officials. He is trained/certified in a number of areas by the Department of Homeland Security Office and the Federal Emergency Management Agency. He holds an active Top-Secret Clearance from the Department of Defense and serves on the Michigan InfraGard Board of Directors. He is a Distinguished Military Graduate of Michigan State University with a master's degree in Homeland Security and Public Health Preparedness and a certificate in Bioterrorism Preparedness from Penn State University. A senior officer in the Michigan National Guard, he served in Afghanistan in support of Operation Enduring Freedom and is very active with non-profit organizations, including serving on the Board of Directors for Winning Futures (www.winningfutures.org) and Leadership Oakland (www.leadershipoakland.com).

Certifications

- HSEEP, U.S. Department of Homeland Security
- Basic Public Works Concepts/WMD Incidents, U.S. Department of Homeland Security Office of Domestic Preparedness

SECTION 2 EXECUTIVE SUMMARY

- Department of Defense Top-Secret Security Clearance
- Department of Homeland Security (DHS), Office of Domestic Preparedness, Public Works: Weapons of Mass Destruction Basic Concepts
- DHS, FEMA Emergency Management Institute. Introduction to NIMS (IS-700)
- DHS, FEMA Emergency Management Institute, ICS 100, ICS 200, 300, and 400.
- DHS, FEMA Emergency Management Institute, National Response Plan (IS-800)
- DHS, FEMA, Emergency Management Institute, Exercise Design (IS-139)
- Certified Emergency Manager (CEM)-Currently pursuing
- Antiterrorism Force Protection-Level 1
- Survival, Evasion, Resistance and Escape (SERE) Level 1, U.S. Army
- Joint Staff Training Course, United States Northern Command
- United States Army War College Reserve Component National Security Issues Seminar

Memberships

- Frevious Member, Secondary Review Committee of the Health Care Emergency Incident Command System IV (HEICS IV) (HICS)
- Member, International Association of Emergency Managers
- State of Michigan Board of Directors, Member, InfraGard, Southeast Michigan Chapter
- Private Sector Preparedness Caucus, International Association of Emergency Managers

Education

- Michigan State University, Bachelor of Arts, Distinguished Military Graduate
- Pennsylvania State University, certificate in Bioterrorism Preparedness
- Pennsylvania State University, master's degree in Homeland Security in Public Health
- U.S. Army War College, Masters of Strategic Studies (Candidate 2015)
- U.S. Army Command and General Staff College
- U.S. Army Combined Arms Services Staff College
- U.S. Army Military Police Advanced Course
- U.S. Army Infantry Basic Course
- U.S. Army Ranger, Airborne, and Air Assault

Emergency Plan Development and Revision

- Ingham County, MI: Project Manager for Ingham County Department of Public Health's Pandemic Flu Plan including Non-Pharmacologic Community Containment Protocols, school closures and essential personnel planning
- Wayne County, MI: Project Manager for Wayne County Department of Public Health's Pandemic Flu Plan including Non-Pharmacologic Community Containment Protocols, school closures and essential personnel planning
- Wayne County, MI: Project Manager and lead planner for the Wayne County Distribution Node Plan as a part of the County Mass Prophylaxis/CRI Planning
- Wayne County, MI: Project Manager for Wayne County Neighborhood Emergency Help Center (NEHC) and POD site plan development, including Neighborhood Emergency Help Center (NEHC) planning and Distribution Site (DS) planning for Wayne County, Michigan
- Genesee County, MI: Project Manager and Lead Planner for the Genesee County Health Department with their County Strategic National Stockpile planning, including site selection and site planning, security planning,

SCHEDULE A Page 13 of 45 individual site assessments and site Field Operations Guide development for the PODs throughout Genesee County

- Marion County/Indianapolis, IN: Project Manager and Lead Planner for Indianapolis and the surrounding nine counties for the Metropolitan Statistical Area (MSA) Strategic National Stockpile (CRI) planning (including site planning, security planning and field operations guide development)
- Macomb County Public Health Department: Project Manager and Lead Planner for the County Strategic National Stockpile planning project, including site selection and site planning, security planning, individual site assessments and site Field Operations Guide development for the PODs throughout Macomb County
- St. Vrain Valley Schools, Longmont, CO: Project Manager and Senior Planner for the development of the District's Pandemic Flu Plan including pandemic flu prevention and response protocols, school closure protocols, administrative policies and continuity of operations planning guidance
- Project Director for the development of Emergency Operations Plans, Evacuation Plans, Continuity of Operations Plans, ICS 100 and ICS200 training and CBRN and Natural Disaster Tabletop Exercises for more than 25 long-term care facilities/nursing homes throughout Michigan

Exercise Design, Execution and Evaluation

Project Director for multiple large city and county Cities Readiness Initiative (CRI) public health departments providing assessments, planning projects, training projects and exercise projects including:

- Lead Facilitator/Director designing, executing and evaluating a series of tabletop exercises for health department employees and first responders at multiple Points of Dispensing (POD) throughout Michigan and Indiana
- Lead Facilitator/Director designing the annual CRI full-scale exercise encompassing a CRI scenario for the City of Detroit
- Lead Facilitator/Director conducting a department-wide Strategic National Stockpile Familiarization Training and Exercise Program
- Lead Facilitator/Director conducting county-wide emergency preparedness logistics exercises, including transport/delivery of large amounts of public health supplies and other emergency management materials
- Lead Facilitator/Director conducting the City of Detroit's annual Health Department Pandemic Flu Tabletop Exercise
- Develop the CRI strategic training and exercise plan for the health departments; multiple counties (Michigan)
- Lead Facilitator/Director conducting the annual Mass Vaccination Clinic Full-Scale Exercise for multiple counties in Michigan and evaluating four real-world H1N1 mass vaccination clinics involving 500-5,000 patients at each site
- Lead Facilitator/Director conducting multiple-county Health Department Emergency Coordination Center Tabletop Exercise
- Project Manager and Lead Planner for Indianapolis and surrounding 10 counties for the Hamilton County Metropolitan Statistical Area Strategic National Stockpile (CRI) planning (including site planning, security planning and field operations guide development) and designing and executing a series of training sessions and tabletop exercises for health department employees and first responders at each POD
- City of Detroit Department of Health and Wellness Promotion, Office of Emergency Preparedness, Detroit, MI: Project Manager and Senior Exercise Planner in planning, executing and evaluating a full-scale public health preparedness exercise involving the City of Detroit's response to a pandemic flu scenario and the activation of a POD and in planning, executing and evaluating a tabletop and full-scale public health preparedness CRI exercise in collaboration with the City of Detroit Office of Homeland Security and Emergency Management and Senior Planner for the Health Department Continuity of Operations Plan (COOP)

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- Department of Defense Installation Protection Program (IPP): Lead Program Manager to federal prime contractor to design, conduct and evaluate functional and full-scale CBRN emergency preparedness exercises for military bases throughout the United States; locations include military installations in Alaska, California, Colorado, Pennsylvania, Maryland, Texas, Washington, Utah, Florida and Nevada
- Indiana Department of Homeland Security District Four (IDHS D4): Program Manager and Senior Planner for a Regional Functional Exercise involving an earthquake scenario spanning 10 counties in northeastern Indiana and a full-scale HazMat exercise involving a CBRN threat and dive scenario
- Marion County/Indianapolis Emergency Management and Homeland Security: Project Manager and Lead Planner for four tabletop exercises with scenarios ranging from natural disasters, active shooter/sniper, anthrax and mass-casualty incidents
- Larimer County Health Department, Colorado: Senior Planner and Project Manager for a large, county-wide pandemic flu exercise
- Ingham County Department of Public Hearth: Project Manager and Senior Planner for the health department's county-wide, pandemic flu tabletop exercise with over 100 participants
- Region 2 North Bio-Defense Network (Oakland, Macomb and St. Clair Counties, Michigan): Project Director of a three-county, public health preparedness pandemic flu exercise involving personnel and agencies from three of the most populous counties in Southeast Michigan that included over 37 agencies (24 hospitals, three county public health departments, three emergency management agencies, seven ambulance companies and numerous other organizations) practicing their response to a flu pandemic with over 1,000 role players
- Department of Military and Veteran Affairs: Senior Exercise Planner and Senior Exercise Controller for Exercise Vigilant State, a large full-scale exercise involving a terrorist missile and CBRN threat conducted at Detroit Metropolitan Airport in May 2005 involving over 27 agencies at the city, county, state and federal levels

Robert House

Mr. House, a specialized Emergency Management consultant for Patriot Services Corporation, will serve as Project Manager and lead planner and has over fourteen years of experience in emergency response planning, training, and exercises, including preparedness consulting and anti/counter terrorism operations. Mr. House brings a wealth of professional capabilities to Patriot Services. In his current capacities he leads of our planning data and information gathering efforts for numerous planning projects as well as works with the Department of Defense to coordinate and execute realistic training.

Mr. House is trained/certified in a number of areas by the Department of Homeland Security and the Federal Emergency Management Agency, holds a B.A. from Michigan State University, and recently retired as a Major in the Michigan Army National Guard, having deployed in support of Operation Iraqi Freedom, Operation Joint Forge (Bosnia) and other overseas military operations.

Education and Project Relevant Training

- Bachelor of Arts, Michigan State University
- Department of Defense Secret Security Clearance
- U.S. Department of Homeland Security, HSEEP.
- FEMA Emergency Management Institute IS-100: Introduction to Incident Command System
- FEMA Emergency Management Institute IS-120: An Introduction to Exercises
- FEMA Emergency Management Institute IS-130: Exercise Evaluation and Improvement Planning

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SECTION 21EXECUTIVE SUMMARY

- FEMA Emergency Management Institute IS-139: Exercise Design
- FEMA Emergency Management Institute IS-200: ICS for Single Resources/Initial Action Incidents
- FEMA Emergency Management Institute IS-546.a: Continuity of Operations Awareness Course
- FEMA Emergency Management Institute IS-547.a: Introduction to Continuity of Operations
- FEMA Emergency Management Institute IS-548: Continuity of Operations Program Manager
- FEMA Emergency Management Institute IS-700: National Incident Management System
- FEMA Emergency Management Institute IS-703: NIMS Resource Management.
- FEMA Emergency Management Institute IS-800: National Response Plan
- Protected Critical Infrastructure Information (PCII)
- Homeland Security Comprehensive Assessment Methodology (HLS-CAM)
- U.S. Army Infantry Officer Basic Course
- U.S. Army Military Police Officer Advanced Course
- U.S. Army Combined Arms Exercise Course
- Joint Staff Training Course, United States Northern Command
- U.S. Army Instructor Training Course
- Department of Defense (DoD) Anti-Terrorism/Force Protection Level I Awareness
- U.S. Air Force (Europe) Anti-Terrorism/Force Protection Level II
- Level B Training SERE 100: Code of Conduct

Project Relevant Experience

- Project Manager and Lead Developer for the Macomb County (MI) Continuity of Operations Plan (COOP)
- Project Manager and Lead Developer for the Macomb County (MI) Health Department COOP
- Senior Consultant and lead developer for the Ingham County (MI) Health Department COOP
- Senior Consultant and development team member of the Business Continuity Plan and other Emergency Guides for the Jervis B Webb Company World Headquarters
- Lead Consultant for the City of Novi (MI) COOP/COG operations risk assessment
- Project Manager and Lead Developer/facilitator for the Macomb County (MI) Office of Emergency Management & Communications COOP tabletop exercise
- Project Manager and Lead Developer/Facilitator for the Macomb County (MI) Health Department COOP tabletop exercise
- Project Manager and Lead Facilitator for 2013 2014 Michigan Department of Environmental Quality (MDEQ) water security tabletop exercise project, during which Patriot Services Corporation conducted 72 tabletop exercises; Patriot Services Corporation is in the process of developing a functional exercise for a large municipality
- Project Manager, Lead Exercise Designer, Lead Facilitator and Senior Controller for the Burlington County (NJ) Office of Emergency Management tabletcp and full-scale exercises
- Project Manager and Document Development Lead for the Patriot Services Corporation DoD Guardian Exercise Program in which Patriot Services Corporation conducted 14 full-scale exercises, four functional exercises and one tabletop exercise and military installations throughout the U.S., as well as Europe and the Middle East
- Project Manager, Lead Exercise Designer and Lead Facilitator for the Northeast Pennsylvania Regional Counter-Terrorism Task Force mass-casualty tabletop exercise
- Project Manager, Lead Exercise Designer and Facilitator for five mass-fatality tabletop exercises focusing on disaster behavioral health responders for Michigan's District 1 Regional Medical Response Coalition

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- Froject Manager, Lead Exercise Designer and Facilitator for two mass-fatality tabletop exercises involving medical examiners and disaster behavioral health responders for Michigan's District 1 Regional Medical Response Coalition
- Lead Exercise Designer, Lead Facilitator and Senior Controller for the City of Milwaukee Fire Department tabletop and functional exercises
- Lead Exercise Designer, Facilitator and Senior Controller for three tabletop exercises and a full-scale exercise for the Dallas (TX) Area Rapid Transit

Scott Baker

Mr. Baker, a specialized Emergency Management consultant for Patriot Services Corporation, brings more than 20 years of emergency management experience to Patriot Services Corporation and will serve as a COOP planner Mr. Baker is a creative-solutions provider who strengthens clients and organizations in their ability to be resilient in times of crises. He is known for facilitating organizational culture shift by leveraging capabilities with best practices and encouraging the investment in time, knowledge and resources necessary to build long-lasting and sustainable programs. These program areas include planning, training and exercises within the realms of Continuity of Operations, Threat and Vulnerability Analysis for schools and healthcare facilities, Emergency Operations. WMD, Public Health Preparedness and Response and more.

Prior to joining the Patriot Services Corporation team, Mr. Baker served in the capacities of Instructor, Emergency Programs Analyst, Local Emergency Planning Committee (LEPC) Coordinator and Emergency Responder within the private, public and military communities. A Distinguished Graduate of the U.S. Air Force Airman Leadership School, Mr. Baker's knowledge and professionalism have allowed him to travel nationally and internationally to provide exemplary presentations to local responders and national decision makers.

Mr. Baker holds a Bachelor of Business degree from Thomas More College and is an active member of the Air Force Emergency Management Association and the International Association of Emergency Managers, where he recently served as Secretary for USA-Region V.

Education and Project-Relevant Training

- Business Continuity for Advanced Professionals, DRII
- Introduction to Continuity of Operations (COOP), EMI
- Disaster Preparedness Specialist Course, USAF
- Emergency Planning for Special Needs Communities, WVU/FEMA
- Nuclear, Biological, and Chemical Warfare Cell Operations, USAF
- First Responder HazMat/WMD Train-the-Trainer, Ohio Fire Academy
- Emergency Response to Terrorism, National Fire Academy
- Emergency Response to Hazardous Materials, USEPA
- Hazardous Materials Incident Response Operations (HazWOPER), USEPA
- Removal Cost Management System, USEPA
- FEMA Professional Development Series, Emergency Management Institute (EMI).
 - Exercise Design
 - o Fundamentals of Emergency Management
 - o Emergency Planning
 - Leadership and Influence

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SECTION 2 EXECUTIVE SUMMARY

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- Decision Making and Problem Sciving.
- Effective Communications
- o Developing and Managing Volunteers
- Emergency Program Manager, EMI
- Emergency Preparedness USA, EMI
- Radiological Emergency Management, EMI
- Radiological Emergency Response, EMI
- Hazardous Materials-A Citizens Orientation, EMI
- Portable Emergency Data System, EMI
- Citizen's Guide to Disaster Assistance, EMI
- On-Scene Incident Commander, Kentucky DES.
- CAMEO for Windows, Ohio Emergency Management Agency
- Radiological Monitors Course, Ohio Emergency Management Agency
- Damage Assessment, FEMA
- EOC Management and Operations, FEMA
- HSEEP. FEMA.
- Introduction to Exercises, EMI
- Introduction to Mitigation, EMI
- IS-100 Introduction to the Incident Command System, EMI
- IS-200 Basic Incident Command System, EMI
- I-300 Intermediate Incident Command System, National Wildfire Coordinating Group (NWCG) Florida Division of Forestry
- I-400 Advanced Incident Command System, NWCG Florida Division of Forestry
- I-401 Multi-Agency Coordination, NWCG Florida Division of Forestry
- IS-700 National Incident Management System NIMS, EMI
- IS-701 NIMS Multi-Agency Coordination System, EMI
- IS-703 NIMS Resource Management, EMI
- IS-800 The National Response Plan, an Introduction, EMI
- Homeland Security Comprehensive Assessment Model HLS-CAM, NDPC
- DHS Threat and Risk Assessment, TEEX
- DHS Enhanced Threat and Risk Assessment, TEEX
- Mass Fatality Incident Response (G-386). OEMA
- Multi-Hazard Emergency Planning for Schools, EMI
- Crisis Management for School Based Incidents, FEMA/RDPC
- School Shootings: Prevention, Response and Resolution, TRCPI
- Human Trafficking [CPD/FBI]

Training and Exercise Experience

- Project Manager Development and Training Macomb County (MI) Health Department COOP
- Developed and presented comprehensive COOP planning course for Miami-Dade County, Flonda, government agencies to increase their knowledge of this critical planning process
- Manages client projects in support of federal grant-funded programs, including Urban Areas Security Initiative (UASI), EMPG (Emergency Management Performance Grants), Cities Readines: Initiative (CRI), Assistant Secretary for Preparedness and Response (ASPR) and others

- Develops training and HSEEP exercise programs that increase organizational readiness for public health and public safety agencies
- Conducts Threat and Vulnerability Assessments for schools, hospitals and other critical facilities assisting state and local law enforcement with identification of risks associated with potential terrorist targets
- Project Manager Development and Training St. Louis Area Regional Response System (STARRS) Hospital Preparedness Standard Operating Guidelines (52 regional healthcare facilities).
- Successfully lead and trained the Indianapolis Metropolitan Statistical Area (MSA) in CRI planning project for 10 counties
- Developed, executed and evaluated emergency preparedness training and exercises for the Ingham County Department of Public Health, Wayne County Department of Public Health, Indiana Department of Homeland Security Region 4, the Macomb County Health Department and others
- Designed and developed the Facility Infrastructure Assessment Tool (FIAT), streamlining the use of multiple evaluation and assessment tools to evaluate community emergency response support locations
- Provided training to 3,000 Hamilton County, OH, law enforcement officers in Weapons of Mass Destruction Awareness supporting UASI programs
- Served as Project Coordinator and Instructor in delivery of ICS-300 and ICS-400 to 160 students through the Ohio Department of Health
- Prepared and delivered seminar/workshop to emergency response officials in Dubai, United Arab Emirates, on adopting a National Response Plan based on best practices and model of the Incident Command System
- Provided technical services involved with site-remediation activities to include air monitoring, drum sampling, decontamination activities and other tasks to United States Environmental Protection Agency Region V Superfund
- Served as specialized Response Team Member to Y2K Terrorist Threat Response Team
- Served as Cost Administrator to numerous U.S. Environmental Protection Agency (USEPA) Superfund Sites.
- Trained new Cost Administrators in software applications, corporate policies, governmental regulations and field purchasing activities
- Served as Coordinator of the Local Emergency Planning Committee providing strategic and tactical information relating to the county s 700+ chemical facilities under The Community Right-to-Know Act and the Superfund Amendments and Reauthorization Act (SARA) Title III
- Served as liaison with FEMA, state and local authorities in response to local disasters, emergency planning activities and site investigations
- Provided training to United States Air Force (USAF) Reserve personnel in Nuclear, Biological and Chemical (NBC) Operations and Air Base Operability procedures
- Served as HQ 22nd AF Exercise Evaluator for operational readiness
- Provided expert training support to Air Force Reserve Readiness Challenge Team
- Ensured proper fulfillment of readiness equipment for operational deployment
- Distinguished Graduate-Airman Leadership School-Received 1st Sergeants Leadership Award
- Selected as Disaster Preparedness Team Leader to Air Force Materiel Command Worldwide Readiness Challenge Team
- Annually trained over 4,000 Air Force and civilian personnel in nuclear, biological and chemical warfare defense concepts
- Provided educational programs to Eglin Air Force Base (AFB), FL populace with focus on natural and manmade disaster preparedness
- Supervised a team of 16 special team augmentees with dedicated tasks relating to peacetime and wartime disaster contingencies

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- Trained U.S. and Foreign National personnel in emergency response procedures, creating an integrated and effective response force capable of crisis operations
- Identified, reviewed, recommended and implemented new plans and program facilitating the safety of the Eglin AFB populace

Randy Layton, PEM

Mr. Layton, a certified Professional Emergency Manager and specialized Emergency Management Consultant for Patriot Services Corporation, will serve as a COOP Planner. He has more than 30 years of Emergency Management and Public Safety experience. He worked as a firefighter, Emergency Medical Technician (EMT) and Emergency Management Coordinator in the City of Southgate; served as a District Exercise Coordinator for the Michigan State Police; and most recently served as the Region 2 Strategic National Stockpile Coordinator for the Office of Public Hearth Preparedness, Michigan Department of Community Health. Mr. Layton serves on the Public Safety Training Advisory Board at Wayne County Community College and is a member of the International Association of Fire Chiefs.

Education and Specialized Training

- Fire Technology, Associates Degree, Schoolcraft College, May 2002
- Emergency Management (PEM), September 2002, "Michigan State Police"
- Emergency Medical Technician received with honors.
- Michigan Fire Fighters Training Council (MFFTC) Fire Officer 1,2 and 3

Certifications

- PEM Certification
- Numerous courses through FEMA
- Certified Protected Critica. Infrastructure Information (PCII) certified
- Automated Critical Asset Management Systems (ACAMS) certified

Memberships

- Southgate Goodfellows, Member 25 Years
- Downriver Mutual Aid Fire Chiefs Association, Chairperson 2002; Vice-Chairperson 2000,2001
- Advisory Board for Wayne County Community College Public Safety Training
- Training Advisory Board, Schoolcraft College
- International Association of Fire Fighters Local 1307 Union
- President; Vice-President; Trustee; Safety Committee
- National Fire Protection Association
- International Association of Fire Chiefs
- Southeastern Michigan Fire Chiefs Association

Project Related Experience

ACAMS Team Leader/Consultant responsibilities: Maintain and assure accuracy of school safety and security
assessments for the West Virginia school project. Coordinate the review, presentation and release of floor plans,
analysis and other documentation; Act as a Ilaison between the school administration and the team, lead
problem solving and collaboration; ACAMS entry and report development

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- Served as a Planner on the City of Detroit All-Hazards Planning Project.
- Controller/Evaluator on over 25 Public Health POD Exercises ranging from drills to full-scale exercises
- Michigan Department of Community Health, Office of Public Health Preparedness CRI Technical Advisor
- Michigan State Police Emergency Management Division District Coordinator
- Chairman, Downriver Mutual Aid Fire Chief's Association
- Serves as Project Consultant on numerous Public Health Preparedness Projects for Patriot Services Corporation including Long-Term Care Facility CRI Planning Project
- Served as an Evaluator for the 2008 Marion County Health Department POD Exercise Program

Joe Duchon

Mr. Duchon, a specialized Emergency Management consultant for Patriot Services Corporation, will serve as an assistant COOP planner. In his current capacities he serves as a team member for our planning and information gathering efforts for the Macomb County record management project as well as serves as an exercise planner and conducts security and vulnerability assessments. Mr. Duchon currently serves as a Captain in the Michigan Army National Guard in the operations field and has deployed in support of Operation Enduring Freedom in Afghanistan, as well as operations in the Sinai.

Education and Project Relevant Training

- Bachelor of Science, Northern Michigan University
- Department of Defense Secret Security Clearance
- FEMA Emergency Management Institute IS-100: Introduction to Incident Command System
- FEMA Emergency Management Institute IS-120: An Introduction to Exercises
- FEMA Emergency Management Institute IS-139: Exercise Design
- FEMA Emergency Management Institute IS-200: ICS for Single Resources/Initial Action Incidents
- FEMA Emergency Management Institute IS-546.a: Continuity of Operations Awareness Course
- FEMA Emergency Management Institute IS-547.a; Introduction to Continuity of Operations
- FEMA Emergency Management Institute IS-700: National Incident Management System
- FEMA Emergency Management Institute IS-800: National Response Plan
- U.S. Army Military Officer Basic Course.
- U.S. Army Military Police Captain's Career Course

Project Relevant Experience

- Team member for the Macomb County record management development project.
- Exercise developer and facilitator for the MDEQ Water Security Tabletop Exercise project.
- Exercise developer and controller/evaluator for the MDEQ City of Novi functional exercise
- Assessor and report developer for the Wayne Metro Community Action Agency assessment project
- Assessor, report developer, and planner for the Cornerstone Schools assessment project.

PROJECT APPROACH

Patriot Services Corporation will work with the City of Novi to develop and improve the city's continuity operations capabilities through the development and implementation of a Continuity of Operations Plan (COOP). This plan will ensure that to ensure that primary Essential Functions of the City of Novi will continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies. The plan will be actionable and synchronized for each City of Novi department, utilizing an all-hazards approach specific to the city and its threats. The plan will consist of a Base Plan and 19 departmental annexes. It will address actual situations/scenarios pertaining to the City of Novi and will contain the major COOP elements as defined by the Federal Emergency Management Agency (FEMA). These elements are: (1) Essential Functions; (2) Delegations of Authority; (3) Orders of Succession; (4) Alternate Operating Facility and Interoperable Communications; (5) Supplies and Equipment; (7) Vital Records and Databases; (8) Human Capital; (9) Devolution of Control and Direction; (10) Reconstitution; and (10) Testing, Training and Exercises.

COOP DEVELOPMENT

In developing the City of Novi COOP, Patriot Services Corporation will:

- Identify and review existing COOP plans/templates in the City of Novi and provide analysis of gaps in COOP coverage and strengths and weaknesses of existing plans. This will include reviewing gaps in essential functions.
- 2. Incorporate best practices in COOP planning into the city plan.
- 3. Identify potential obstacles and make recommendations for overcoming them.
- Ensure the COOP conforms to FEMA guidelines.
- Develop a plan and begin implementation of a city-wide task force to assist in the development and implementation of the plan and template.
- 6. Make specific recommendations for how the COOP will synchronize with local emergency operations plans.
- Work with city departments to ensure that the COOP supports existing City of Novi and local EM plans and activities.
- 8. Identify and reach out to key stakeholders to collect input on the development of the plan.

To support the development of a successful program, our project approach will include:

- 1. Developing a project plan that includes a schedule of interim deliverables for completion of the project. We will provide a draft approach plan for review and approval by designated City of Novi representatives before materials are developed.
- Attendance by our project leads and key team members in periodic meetings as requested by designated City of Novi representatives.
- Providing a presentation to designated City of Novi representatives to describe the approach/strategy for project completion.

PROPOSED PLAN

STEP 1: CONDUCT PROJECT INITIATION MEETING

Upon project award, Patriot Services Corporation consultants will begin the project by conducting a project initiation meeting with the City of Novi. During this meeting, our team will address the following items:

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SECTION 3 | SCOPE

- 1. Review of the project plan for the project's completion, which will include a timeline for key project activities and deliverables for the completion for the project
- 2. Gathering copies of existing emergency plans where available
- 3. Review and discuss city threats, risks and vulnerabilities
- 4. Review and approval of a draft COOP framework (framework will align with the Federal Preparedness Circular 65 (FPC 65) guidelines for COOP, as well as the Federal Emergency Management Agency Continuity Guidance Circular 1, Emergency Management Accreditation Program standards, Continuity Guidance for Non-Federal Agencies (CGC-1)
- Identification of the COOP representatives from each of the departments listed below (who will serve as the COOP planning team):

At the Novi Civic Center facility:

- 1. Assessing
- 2. City Clerk
- 3. City Manager
- 4. Community Development (Building Division & Planning Division)
- 5. Finance
- 6. Human Resources
- 7. IT/Facility Operations
- 8. Neighborhood & Business Relations Group
- 9. Parks, Recreation & Cultural Services
- 10. Treasury/Water

At the Police Headquarters facility and four (4) Fire Stations:

- 1. Public Safety Police Division
- 2. Public Safety Fire Division

At Department of Public Services facility:

- 1. Public Services Engineering Division
- 2. Public Services Field Operations Division
- 3. Public Services Fleet Asset Division
- 4. Public Services Water & Sewer Division
- 5. Discuss data collection tools
- 7. Identification of a date for the COOP Planning Team initial meeting.

KEY STATED CLIENT DELIVERABLE MET DURING THIS STEP

 During this phase and step, Patriot Services Corporation will identify potential obstacles to successful COOP outcomes and make recommendations for overcoming them as part of the COOP implementation process.

STEP 2: CONDUCT INITIAL COOP PLANNING TEAM MEETING

The first meeting of the COOP planning team will be conducted as soon as possible. At this meeting, Patriot Services Corporation will present the COOP planning team with four key deliverables.

- A short training presentation on the components and principles of COOP, how a COOP is used and a walkthrough of the COOP data collection. In the past, we have used this process with great success in kicking off the COOP planning process
- 2. Discuss and review existing plans
- 3. Present a template for data collection for the following 10 major COOP elements:

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- a. Essential Functions
- b. Delegations of Authority
- c. Orders of Succession
- d. Alternate Operating Facilities and Interoperable Communications
- e. Supplies and Equipment
- f. Vital Records & Databases (to include digital tools and programs)
- g. Human Capital (Personnel and Key Contacts)
- h. Devolution of Control & Direction
- i. Reconstitution
- j. Testing, Training and Exercises
- 4. Identify milestones for the COOP data to be presented back to the Patriot Services planning learn

KEY CLIENT DELIVERABLES MET DURING THIS STEP

- Conduct analysis and make specific recommendations for how the city COOP plan can be incorporated into
 or synchronized with local Emergency Management Plans. This will require meeting with related local
 emergency management officials.
- Identify and describe best practices in COOP planning and incorporate those into the city plan.
- Identify and review existing plans/templates in the city and provide analysis of gaps in COOP coverage and strengths and weaknesses of existing plans (if applicable).

Throughout this project, Patriot Services will provide regular bi-monthly COOP progress reports to the City of Novi via email. We will also meet in person monthly to discuss progress made, challenges encountered and any possible suggested deviations from current and approved work plan.

STEP 3: FACILITATE DATA COLLECTION AND PROVIDE TECHNICAL ASSISTANCE DURING DATA COLLECTION.

This step will be the most critical of the COOP development. Our process will lead the City of Novi COOP representatives from each department through an iterative, data collection, analysis, preparation and presentation process. During this step, Patriot Services Corporation will work with the individual departments conduct the initial COOP data gathering process. Patrict Services Corporation will provide a technical assistance phone number and email address for our staff to each of the department personnel during data gathering. This technical assistance line will serve as a means for each department to receive timely and accurate answers as they gather key data for the department-specific COOP plan.

Once the initial data collection is complete, Patriot Services Corporation will schedule an interim review meeting where a Patriot Services Corporation team member and the department representative will review the data for consistency, quality and thoroughness. After this interim meeting, the department may be asked to gather additional information or proved more clarification on information provided. Patriot Services Corporation will conduct these interviews. This will ensure that each department not only understands their specific information, but also that the City of Novi approves of the information that will make up the department COOP plan. This meeting will occur in person at a location of the City of Novi's choosing.

Also during this phase, Patriot Services Corporation will schedule a workshop with City of Novi officials to prioritize identified Essential Functions, as well as discuss the components of the plan, alternate facility operation and key management decisions involved in CCOP activation.

Our goal by the end of step 3 will be to have most, if not all, of the data gathered in order for our team to begin compiling the COOP.

KEY CLIENT DELIVERABLE MET DURING THIS STEP

 During this phase and step, we will identify and reach out to stakeholders who should have input into the development of the city COOP

STEP 4: BUILD COOP PLANS FOR DEPARTMENTS

Once all data collection, analysis, preparation and presentation are complete, Patriot Services Corporation staff will compile the data and develop the City of Novi COOP. Once the draft version of the COOP is complete, we will submit it via email (PDF format) to the appropriate City of Novi representative for review and comments. Pending requested changes, Patriot Services Corporation will make appropriate changes as requested by the City of Novi and other appropriate stakeholders.

Upon completion of changes, Patriot Services Corporation will provide updated plans to the City of Novi in a final version to include twenty (20) bound copies and one (1) electronic copy.

KEY CLIENT DELIVERABLE MET DURING THIS STEP

- Compile the COOP and provide a draft copy via email (PDF format).
- Update the COOP as needed.
- Provide a final version of the COOP to include twenty (20) bound copies and one (1) electronic copy



SCHEDULE A

SECTION 3 | SCOPE

PROPOSED PROJECT SCHEDULE

The proposed schedule below is based upon an anticipated 120-day project timeline, beginning from the time of contract award.

TASK/DELIVERABLE	Project Day 1-30	Project Day 31-60	Project Day 61-90	Project 12Day 91-30
Project initiation/kick-off				
City plan assessment / review				
Data collection		12	1.11	
Department coordination meetings / interviews	E			
Functions prioritization workshop				
COOP development			18	1
Draft COOP delivery/City of Novi review				
Final COOP updates/revisions				
Final COOP delivery/project outbrief				

PATRIOTSERVICES* CORPORATION

Patriot Services Corporation 24-month project list:

CLIENT	PROJECT DESCRIPTION	
Michigan Department of Environmental Quality	 Water security tabletop exercise development and conduct Project will complete 3/31/2014 	 Point of Contact: Sgt. Jen Wolf, MDEQ/DNR Phone: 517,284,6231
District 1 Regional Medical Response Coalition	 Emergency response planning Tabletop exercise development and conduct Functional exercise development and conduct Full-scale exercise development and conduct 	 Point of Contact: Dr. K. Don Edwards, Medical Director Phone: 517.324.4404
	Various project works completed Additional projects ongoing 2007-present	
Macomb County Office of Emergency Management	 Emergency response planning Continuity of operations planning Security and vulnerability assessments Tabletop exercise development and conduct 	 Point of Contact: Vicki Wolber, Director Phone: 586.469.6390
	Various project works completed Additional projects ongoing 2008-present	
Beaverton (OR) School	 Security and vulnerability assessments 	
District	Project completed 12/2014	
Burlington County (NJ) Office of Emergency Management	 Tabletop exercise development and conduct Full-scale exercise development and conduct 	
5	Project completed 6/2012	
City of Novi	 Community COOP/COG risk assessment 	Additional contact information
	Project completed 6/2012	available upon request
Cornerstone Charter Schools	 Emergency response plan review / development Emergency management training Security and vulnerability assessments 	
	Project ongoing, initiated 12/2013	
Granbrook Schools	 Emergency management training 	
	Project completed 6/2013	



SECTION 4 REFERENCES

CLIENT	PROJECT DESCRIPTION	CONTACT INFORMATION
	 Emergency response planning Security and vulnerability assessments 	1
Huron Valley Schools	Various project works completed Additional projects ongoing 2009-present 	
Islamic Association of Greater Detroit	 Emergency management training 	
	Project completed 6/2013	
Michigan State Police	 Emergency response planning 	
	Project ongoing, initiated 9/2013	
Northville Public Schools	 Emergency response planning Tabletop exercise development and conduct 	
	Project completed 3/2013	
Prince William County (VA) Schools	 Security and vulnerability assessments Emergency management training 	
	Project completed 5/2013	Additional contact information available upon request
State of West Virginia	 Security and vulnerability assessments 	aronomia akon palaan
School Building Authority	Project ongoing, initiated 2011	
South Lyon Community Schools	 Emergency response planning Security and vulnerability assessments 	
	Various project works completed Additional projects ongoing 2005-present	
St. Louis Area Regional Response System	 Emergency response planning Functional exercise development and conduct 	
	Project completed 5/2012	
Wayne Metro Community Action Agency	 Emergency response plan review / development Emergency management training Security and vulnerability assessments 	
	Project orgoing, initiated 8/2013	

- 1. Patriot Services Corporation shall maintain at its expense during the term of this contract, the following insurance:
 - a. Worker's Compensation insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of \$100,000 (one hundred thousand dollars) each accident.
 - b. Commercial General Liability Insurance Patriot Services Corporation shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Bas:s" with limits of liability not less than \$1,000,000 (one million dollars) per occurrence combined single limit.
 - c. Automobile Liability insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (one million dollars) each person and \$1,000,000 (one million dollars) each occurrence and minimum property damage limits of \$1,000,000 (one million dollars) each occurrence.
- All policies shall name Patriot Services Corporation as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the city; alternately, contractor may agree to provide notice of such cancellation or reduction.
- 3. The City of Novi shall be named as Additional Insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the city for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self- insurance retention owned or maintained by the city. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the city.
- Patriot Services Corporation shall be responsible for payment of all deductibles contained in any insurance required hereunder.
- 5. If, during the term of this contract, changed conditions or other pertinent factors should in the reasonable judgment of the city render inadequate insurance limits, Patriot Services Corporation will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at Patriot Services Corporation's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the city.
- If any work is sublet in connection with this contract, Patriot Services Corporation shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for Patriot Services Corporation.
- The provisions requiring Patriot Services Corporation to carry said insurance shall not be construed in any manner as waiving or restricting the liability of Patriot Services Corporation under this contract.
- 8. The city has the authority to vary from the specified limits as deemed necessary.
- Patriot Services Corporation agrees to fully defend, indemnify and hold harmless the city, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts and settlements (including but not limited to attorney fees and interest) resulting from:
 - a. Acts or omissions by Patriot Services Corporation, its agents, employees, servants and contractors in furtherance of execution of this agreement, unless resulting from the sole negligence and tort of the city, its officers, employees, agents and contractors.
 - b. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this agreement.
 - c. Patriot Services Corporation agrees to defend the city from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of Patriot Services Corporation and due to the acts or omissions of Patriot Services Corporation or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. Patriot Services Corporation agrees to reimburse the city for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of Patriot Services Corporation under this agreement due to the above-referenced acts or omissions.
- Patriot Services Corporation agrees that it is its responsibility and not the responsibility of the city to safeguard the property and materials used in performing this contract. Further, Patriot Services Corporation agrees to hold the city harmless for any loss of such property and materials used in pursuant to Patriot Services Corporation's performance under this contract.
- 3. Patriot Services Corporation shall not discriminate against any employee or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. Patriot Services Corporation further covenants that it will comply with the Civil Rights Act of 1973, as amended and the Michigan Civil Rights Act of 1976 (78, Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

SCHEDULE A Page 30 of 45



NOTICE - CITY OF NOVI REQUEST FOR PROPOSALS

CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

The City of Novi will receive sealed proposals for **CONTINUITY OF OPERATIONS PLAN DEVELOPMENT** according to the specifications of the City of Novi.

Sealed proposals, with fee proposals in a separate sealed envelope, will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday**, **March 25**, **2014**. Fee proposals will not be opened at this time. Proposals shall be addressed as follows and delivered to:

CITY OF NOVI CITY CLERK'S OFFICE 45175 W. Ten Mile Rd. Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "**CONTINUITY OF OPERATIONS PLAN DEVELOPMENT**" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

> Sue Morianti Purchasing Manager

Notice dated: February 26, 2014

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a *source other* than the source indicated, it is recommended that you register on the MITN site, <u>www.mitn.info</u> and obtain an official copy.

CITY OF OF NOVI cityofnovi.org

CITY OF NOVI

CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date

Last Date for Questions

February 26, 2014

Monday, March 17, 2014 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org

Response Due Date

Tuesday, March 25, 2014 by 2:00 P.M.

QUESTIONS

Please email all questions to the staff member listed above. Please type the name of the RFP in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

PROPOSAL SUBMITTALS

Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original proposal, clearly marked as COPY. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. *FEE PROPOSALS MUST BE SEALED IN A SEPARATE ENVELOPE. DO NOT INCLUDE ANY PRICING OR FEES IN YOUR TECHNICAL PROPOSAL. ENVELOPE WITH FEE PROPOSAL ENCLOSED MAY BE ENCLOSED IN SAME MAILING ENVELOPE/PACKAGE AS YOUR TECHNICAL PROPOSAL.* No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at <u>www.mitn.info</u>. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager <u>before</u> the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as nonresponsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a monthto-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meet s the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to commencement of work will not be considered for award.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

NON-IRAN LINKED BUSINESS

By signing the proposal, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated an will not participate in any action contrary to (a) and (b) above; or
(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above , and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above .

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

SPECIFICATIONS

OVERVIEW

Novi is a city in the state of Michigan, located within Oakland County. As of the 2010 census, the population was 55,224. The city is located approximately 25 miles northwest of the center of Detroit.

The City of Novi is seeking an expert in emergency preparedness and Continuity of Operations Plan (COOP) development to assist in the development of a COOP using an all-hazards approach. The plan must incorporate processes that will enhance the city's capacity to continue to deliver essential services during an emergency, regardless of scope and size. The COOP must account for personnel and workspace as well as Information Technology.

This project will yield supporting departmental documents to ensure compliance with Federal guidelines and existing industry standards, as well as its interoperability with all other City plans. The contractor shall develop a written COOP document that is consistent with the Federal Emergency Management Agency Continuity Guidance Circular 1, Emergency Management Accreditation Program standards, Continuity Guidance for Non-Federal Agencies (CGC-1). Methodology is designed to comply with the standards of the Emergency Management Accreditation Program. This COOP document shall consist of a Basic Plan and 16 departmental annexes (individual COOP documents). Departments included shall be:

At Novi Civic Center facility:

- 1. Assessing
- 2. City Clerk
- 3. City Manager
- 4. Community Development (Building Division & Planning Division)
- 5. Finance
- 6. Human Resources
- 7. IT/Facility Operations
- 8. Neighborhood & Business Relations Group
- 9. Parks, Recreation & Cultural Services
- 10. Treasury/Water

At Police Headquarters facility and four (4) Fire Stations:

- 1. Public Safety Police Division
- 2. Public Safety Fire Division

At Department of Public Services facility:

- 1. Public Services Engineering Division
- 2. Public Services Field Operations Division
- 3. Public Services Fleet Asset Division
- 4. Public Services Water & Sewer Division

The Basic Plan shall consider all aspects of disaster mitigation, preparedness, response, and recovery. It shall address essential functions, digital tools/programs, essential personnel, vital records, alternate facilities, essential equipment, and key contacts needed to ensure the continuity of City operations in the event of a disaster.

In developing the COOP, the vendor will be required to:

- Review any current emergency response plans and activities to incorporate appropriate activities into the COOP as needed.
- Conduct interviews with key City of Novi personnel, emergency response and public safety personnel, and other appropriate individuals to gather all information required to successfully complete this project. Interviews will be conducted with all City departments and functional areas to discover and identify critical city operations, processes and resources.
- Document critical processes, equipment (including communications), software, records/documents, vendors and personnel for each City department. Included as a part of this process is to document risks and vulnerabilities within each department that could affect key processes, systems and records in the event of a disaster.
- Identify areas of concern and provide the appropriate recommendations that will lead to improved protection of critical systems and records from a disaster, increase the likelihood of preventing or avoiding a disaster, and reduce the time required to recover from unavoidable disasters. Such recommendations are to include specific details of policies, procedures, hardware, software, priorities for recovery of technology, facilities, infrastructure and any other resources required to implement the improvements. General remediation recommendations are to be included as part of the assessment report to serve as guidelines for actions to enhance the COOP. The report must include a timeline for implementing the recommendations over a 5 year timeframe to allow for proper allocation of budgets and grant funds availability and other resources required for implementation.
- Work with the City Manager to define the appropriate solutions and approaches that may allow the City to assist each department in their efforts to recover from a disaster. Included in this process is the identification of site(s) with the appropriate resources and infrastructure needed to conduct recovery

operations for all critical systems and processes and allow access by essential staff within targeted departments.

- Perform a review of any existing city policies which support emergency response/disaster recovery activities and make recommendations for new city policies that may be needed.
- Develop a COOP document for the City addressing each department that can be updated as systems and procedures change over time. The vendor must provide a plan format that will allow the City and each department a consistent methodology to use to recover from a disaster.
- The COOP document must include a detailed training and testing schedule and methodology to properly test and update the plan as needed.

DELIVERABLES

Draft version of COOP document (emailed as PDF) for staff review and approval.

Contractor will provide twenty (20) bound copies and one (1) electronic copy of the final approved COOP document. Contractor will deliver them to the Novi Civic Center.

<u>ALTERNATES</u>

Following the development of the COOP, the City **may** choose to continue working with the Contractor to perform Security and Vulnerability Assessments as well as execute training and exercises as described below:

- a) Conduct Security and Vulnerability Assessments (SVAs) of critical City of Novi facilities to enhance COOP development and identify potential alternate facilities that will support continuity operations. Assessments will also make recommendations to support disaster mitigation efforts. The vendor will work with the City Manager to identify the appropriate assessment approach and methodology.
- b) Conduct COOP familiarization training will key City of Novi personnel to orient participants to all aspects and concepts of the plan.
- c) Conduct a COOP-based Tabletop Exercise (TTX), with key City of Novi personnel, to discuss COOP activation and implementation against a hypothetical scenario. Vendor will plan, develop, and conduct the exercise within the guidelines established in the Homeland Security Exercise and Evaluation Program (HSEEP), to include all recommended meetings, planning conferences, and documentation.

d) Conduct a COOP-based Full-Scale Exercise (FSE), with key City of Novi personnel, to test COOP activation and implementation in a realistic environment. Vendor will plan, develop, and conduct the exercise within the guidelines established in the Homeland Security Exercise and Evaluation Program (HSEEP), to include all recommended meetings, planning conferences, and documentation.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

- 1. Contractor's overall response to the RFP.
- 2. Ability to complete the requested service at a high level of quality including resources and staff qualifications and in a timely manner.
- 3. Experience with projects of equal size and scope and of equal or greater complexity including knowledge of municipal operations, staffing and risks typical for Midwest geography.
- 4. References of similar organizations and municipalities for Risk Assessment/Hazard Vulnerability Assessment.
- 5. Familiarity with emergency response responsibility and reporting structures specific to Michigan.

PROPOSAL FORMAT

Section I - Cover Letter Section 2 - Executive Summary Section 3 – Plan Scope Section 4 – References

Section 1 – Cover Letter

The Contractor shall include a cover letter acknowledging the Contractor's understanding of the RFP and requirements described in the RFP. The cover letter must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship with the City of Novi.

Along with introductory remarks, the letter shall include the following:

- 1) Name of company, address and principal place of business, telephone number.
- 2) Legal status of the company, the year established, and year organized.
- 3) Name, address and telephone of the principal in charge and the project manager, who will prepare the Plan.

Section 2 – Executive Summary

The Contractor's proposal shall begin with an executive summary providing an overview of the Contractor's experience. The executive summary should include a description of the following:

- 1) The Contractor must demonstrate relative experience and capabilities in the following:
 - a. General city planning experience, disaster preparedness consulting, disaster recovery planning, mitigation planning and logistics. The Contractor shall list the last three commissioned projects, name of the company for which the work was performed. Provide a contact and the current telephone number of the responsible person in charge.
 - b. Experience in preparing Emergency Management Plans for other municipalities. List those municipalities, a contact person and the current telephone number.
- 2) Project Team Provide a description of the proposed project team structure and internal controls to be used during the course of the project. Provide an organizational chart of the company and list the team members supporting the preparation of the Plan, including a list of any subcontractors.
- 3) Staff Qualifications Identify staff members, including any subcontractors, who will be assigned to the preparation of the contracted work. Provide resumes of each staff member assigned including subcontractors. The Contractor must commit a staff member assigned to prepare the Plan for the duration of the project. Any staff substitution will require prior approvals by the City of Novi.

Section 3 – Project Scope Approach

- 1) Project Approach Include a 500 words or less narrative description of the Contractor's proposed approach for preparing the Plan.
- 2) Proposed Plan Include all requirements, tasks, services, activities, etc. necessary to accomplish the scope as defined in the RFP.
- 3) Project Schedule Include a proposed schedule indicating when components of the process will be completed and when the Plan will be finalized. Include review time by the City for critical milestones.

Section 4 – References

Provide a list of all projects completed in the last 24 months. Provide three (3) of the last projects you have completed, the date completed, and the owner's contact information.



CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT A

- 1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. Commercial General Liability Insurance The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence.
- 2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
- 3. The City of Novi shall be named as Additional Insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
- 4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

- 5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
- 6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
- 7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
- 8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

- 1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
- A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
- B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
- C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the abovereferenced acts or omissions.
- 2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
- 3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.